



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Hydrodynamic Industrial Co Ltd,) Case No. CV 12-05058-ODW (JEMx)
Plaintiff,)
v.) JURY VERDICT
Green Max Distributors Inc et al.,) REDACTED BY COURT
Defendant.)

VERDICT FORM

3 When answering the following questions and filling out this Verdict Form,
4 please follow the directions provided throughout the form. Your answer to each
5 question must be unanimous. Some of the questions contain legal terms that are
6 defined and explained in detail in the Jury Instructions. Please refer to the Jury
7 Instructions if you are unsure about the meaning or usage of any legal term that
8 appears in the questions below.

9 We, the jury, unanimously agree to the answers to the following questions
10 and return them under the instructions of this court as our verdict in this case.

FINDINGS ON PATENT INFRINGEMENT CLAIMS

13 Defendant Green Max Distributors, Inc. has stipulated that it infringes the
14 valid claims of the 6,848,385 patent (“the ’385 patent”). The questions below
15 regarding infringement should be answered regardless of your findings with
16 respect to the validity of the patent.

1. Willful Infringement

19 Has HYDRODYNAMIC proven with clear and convincing
20 evidence that GREEN MAX willfully infringed the '385 patent?

22 YES NO

FINDINGS ON INVALIDITY

DEFENSES

GREEN MAX has asserted claims that the claims of the '385 patent are invalid.

2. Anticipation

Has GREEN MAX proven with clear and convincing evidence that the '385 patent are invalid by anticipation?

YES _____ NO .

3. Obviousness

The ultimate legal conclusion on the obviousness question will be made by the Court. To aid the Court, however, you are asked to deliver an advisory opinion as to obviousness.

Has GREEN MAX proven with clear and convincing evidence that the '385 patent are invalid by obviousness?

YES NO .

If the answer to No. 3 is yes, please proceed to No. 6. If the answer is no, please proceed to No. 4 regardless of your answer to No. 3.

**FINDINGS ON DAMAGES FOR INFRINGEMENT
OF THE '385 PATENT
(IF APPLICABLE)**

4. What are Hydrodynamic's damages based on Lost Profit?

\$ 0.00

9 5. For those infringing sales for which Hydrodynamic has not proved it is
10 entitled to lost profits, what is the reasonable royalty due to Hydrodynamic?

12 a) Ongoing royalty payment of \$ 45,567⁰⁰ (based on royalty rate of
13 30 % of \$ 151,890⁰⁰); or
14
15 b) One-time payment of \$ _____ for the life of the patent (expires
October 25, 2022).

FINDINGS ON COPYRIGHT INFRINGEMENT CLAIM

18 Defendant Green Max Distributors, Inc. has stipulated that Hydrodynamic is
19 the owner of the copyright.

21 6. Has Hydrodynamic proven that it is more probably true than not true
22 that Green Max copied the original elements of Hydrodynamic's copyrighted
23 work?

Yes No

1 7. Has HYDRODYNAMIC proven with clear and convincing evidence
2 that GREEN MAX willfully infringed the copyright?

3 Yes ✓ No _____

4

5 **FINDINGS ON COPYRIGHT DAMAGES**
6 **(IF APPLICABLE)**

7 Answer this only if there is a finding of copyright infringement.

8 8. Damages based on Hydrodynamic's Actual Damage.

9 \$ 0.00

10 9. Damages based on Green Max's Profit.

11 \$ 0.00

12 14 You have now reached the end of the verdict form and should review it to
13 15 ensure it accurately reflects your unanimous determinations. The Presiding Juror
16 17 should then sign and date the verdict form in the spaces below and notify the
17 18 Security Guard that you have reached a verdict. The Presiding Juror should retain
18 19 possession of the verdict form and bring it when the jury is brought back into the
19 20 courtroom.

21 11/8/2013

22 Date:

23 REDACTED BY COURT
24 AS TO
25 SIGNATURE